



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

May 14, 2003

VIA FACSIMILE

Dennis Rapps, Esq.
Jewish Press
338 Third Avenue
Brooklyn, NY 11215-1897

Re: MUR 5180
Jewish Press, Inc.

Dear Mr. Rapps:

On April 30, 2003, the Federal Election Commission received affidavits from Jerry Greenwald and Heshy Korenblit that you submitted in response to the Commission's finding that there is reason to believe that the *Jewish Press, Inc.*, violated 2 U.S.C. § 441b(a), a provision of the Federal Election Campaign Act of 1971, as amended. The affidavits answered a number of questions concerning the circumstances surrounding the publication of and payment for certain advertisements run in the *Jewish Press*. However, as I explained to you during our telephone conversation this morning, we have several follow up questions.

Jerry Greenwald states that, "the reason we did not get paid for the ads was that the Dear Campaign ultimately refused to pay for them We were repeatedly assured that we would be paid and as we regularly do, we relied on such representations."

- a) Were the requests for payment written or oral?
- b) If oral, did the *Jewish Press* keep a log of its contacts?
- c) Please provide copies of any written collection attempts or any logs or other records showing verbal collection attempts.
- d) Please describe the form and substance of Dear 2000's assurances to the *Jewish Press* and provide copies of any documents reflecting these assurances.
- e) Please describe the *Jewish Press*' debt collection process and practices.

Mr. Greenwald also states "we were told that the campaign was judgement [sic] proof and we did not pursue the matter of payment in the courts."

- f) Who told the *Jewish Press* that the Dear campaign was judgment proof?
- g) Tell us why the newspaper did not pursue approximately \$50,000 in unpaid advertisements in court? Was the decision based solely on the "judgment proof" representation or were other factors involved? Please discuss the factors influencing your decision.
- h) Have any other advertisers failed to pay for *Jewish Press* advertisements? If so, how were they handled?
- i) Please describe your advertising credit extension practices.

Mr. Greenwald explains that the *Jewish Press* refused to publish advertisements for Noach Dear's 2002 New York State Senate race based on the failure to pay for the 2000 ads and because Mr. Dear would not prepay the 2002 ads.

- j) Please give us copies of Mr. Dear's requests to publish ads for the 2002 State Senate race and your responses thereto, if any.

Heshy Korenblit indicates that he spoke repeatedly with Harris Leitstein, Dear 2000's campaign manager, and Noach Dear regarding placing the ads for the Dear 2000 campaign. However, Abraham Roth, Dear 2000's treasurer, has told us that Mr. Leitstein was not authorized to place the ads and that he acted on his own.

- k) Did the *Jewish Press* believe Mr. Leitstein was authorized to place the ads for the Dear campaign?
- l) On what basis did it form this belief?
- m) Did the *Jewish Press* believe that Noach Dear was authorized to place the ads for the Dear campaign?
- n) On what basis did it form this belief?
- o) Please describe how Noach Dear was involved in the ad placement and payment process.

Mr. Roth testified that he attended a meeting with Dennis Rapps and an executive from the newspaper regarding the ads (Mr. Roth did not remember the executive's name).

- p) Who was the executive?
- q) Please tell us the substance and the nature of this meeting.
- r) Please tell us the substance and nature of any other contact you have had with Abraham Roth regarding the advertisements.

Finally, our information shows that the *Jewish Press* published an advertisement on October 27, 2000 entitled "Dear for Congress."

- s) Please provide us with an invoice or invoices for this ad.

Please submit all answers to these questions under oath. Thank you for your cooperation and attention to this matter. We remain hopeful that we can expeditiously resolve these remaining questions and request that you submit your reply within 10 business days. If you have any questions, please feel free to contact me at (202) 694-1650.

Sincerely,

A handwritten signature in black ink, appearing to read "D.C. Lee". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Danita C. Lee
Attorney

44-64400-3322